

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

PEANUTS WORLDWIDE LLC,

Plaintiff,

v.

THE PARTNERSHIPS and  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 21-cv-05863

Judge Andrea R. Wood

Magistrate Judge Sunil R. Harjani

**PRELIMINARY INJUNCTION ORDER  
AS TO DEFENDANT YINGSHEJI JIATINGYONGPINYOUXIANGONGSI**

THIS CAUSE being before the Court on Plaintiff Peanuts Worldwide LLC’s (“Plaintiff”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it, Plaintiff’s Motion for Entry of a Preliminary Injunction is GRANTED as to Defendant Yingsheji Jiatingyongpinyouxiangongsi (“Defendant” or “Yingsheji”).

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendant since Defendant directly targets its business activities toward consumers in the United States, including Illinois. Specifically, Defendant has targeted sales to Illinois residents by setting up and operating an e-commerce store that targets United States consumers, offers shipping to the United States, including Illinois, accept payment in U.S. dollars and has sold products bearing unauthorized copies of Plaintiff’s copyrighted designs (including U.S. Copyright Registration Nos. B 197-759, GP 59-162, and A 95-985) (the “Peanuts Copyrighted Designs”) and/or using infringing and counterfeit versions of Plaintiff’s federally registered trademarks (the “PEANUTS Trademarks”)

to residents of Illinois (such products collectively referred to herein as the “Unauthorized Peanuts Products”). A list of the PEANUTS Trademarks is included in the below chart.

<b>Registration No.</b>	<b>Trademark</b>	<b>Goods and Services</b>
1,255,304	PEANUTS	For: address books; books (including coloring books); datebooks; greeting cards; growth charts made of paper; invitations; memo pads; nametags made of paper; paintbrushes; paper napkins; pencils; pencil boxes and cases; place cards made of paper; playing cards; telephone list books; wrapping paper for gifts; writing paper and envelopes; and writing tablets in class 016.
1,265,839	PEANUTS	For: Christmas decorations and ornaments; dolls; playsets; puzzles in class 028.
1,301,542	PEANUTS	For: music boxes in class 015.
1,729,501	PEANUTS	For: clothing; namely, infant boys' and girls' creepers, leggings, shorts, jackets, tops, boys' tops, shorts, tank tops, fleece tops, pants, pajamas, jackets, shorts, and socks; girls' shorts, tops, creepers, jumpers, socks and hosiery in class 025.
1,970,335	PEANUTS	For: bed linen, namely bedspreads, blankets, comforters, pillowcases, pillow shams, and sheets in class 024.
4,017,645	PEANUTS	For: pre-recorded DVDs featuring animated characters; pre-recorded CDs featured animated character voices; films featuring animated characters; computer game programs, computer game software, video games, namely, video game software, video game cartridges and video game discs; downloadable television shows featuring animated characters in class 009.  For: continuing animated programs distributed over television, satellite, audio, video media, the internet and worldwide web in class 041.
4,429,043	PEANUTS	For: motion picture films featuring animated cartoons; downloadable motion pictures featuring animated cartoons; downloadable music in class 009.
5,023,666	PEANUTS	For: porcelain commemorative plates in class 021.
5,392,411	PEANUTS	For: bags, namely, purses, tote bags, backpacks, book bags, school bags, diaper bags, duffel bags, messenger bags, overnight bags, sling bags,

<b>Registration No.</b>	<b>Trademark</b>	<b>Goods and Services</b>
		luggage, luggage tags, travels bags and garment bags for travel, cosmetic bags sold empty, toiletry bags sold empty, cinch sacks in the nature of drawstring bags used as backpacks, wristlet bags, wallets, change purses, leather and imitation leather key chains, umbrellas; pet clothing; pet accessories, namely, leashes, collars in class 018.
1,254,632	SNOOPY	For: games and toys; ornaments and decorations for Christmas trees in class 028.
1,256,819	SNOOPY	For: jewelry, watches, and clocks in class 014.
1,256,900	SNOOPY	For: luggage and totebags in class 018.
1,256,970	SNOOPY	For: athletic jerseys, aprons, bibs, coats, footwear, gloves, hats, jackets, jogging suits, mittens, nightgowns, nightshirts, pajamas, t-shirts, tank tops, shorts, socks, sweatshirts, and underwear in class 025.
1,267,166	SNOOPY	For: picture frames in class 020.
1,268,857	SNOOPY	For: adhesive bandages in class 005.
1,286,055	SNOOPY	For: drinking glasses, glass mugs, ceramic mugs, decorative ceramic storage containers for miscellaneous items, and toothbrushes in class 021.
1,300,520	SNOOPY	For: books, writing paper and envelopes, paint brushes, playing cards, printed instructional and teaching materials, crayons, felt-tip markers, pencils, erasers, paper lunchbags, calendars, drawing paper and tablets, and memo pads in class 016.
2,492,720	SNOOPY	For: gummy candies in class 030.
4,145,986	SNOOPY	For: pre-recorded DVDs, pre-recorded CDs, motion picture films for television featuring animated characters; computer game programs; computer game software; video game programs; video game discs; and video game software in class 009.
5,218,767	SNOOPY	For: motion picture films featuring children's entertainment; downloadable motion pictures featuring children's entertainment in class 009.
5,214,344	CHARLIE BROWN	For: motion picture films featuring animated cartoons; downloadable motion pictures featuring animated cartoons; downloadable music, ringtones

Registration No.	Trademark	Goods and Services
		and electronic games via the internet and wireless devices in class 009.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65, with the limitation provided below. Evidence submitted in support of this Motion and in support of Plaintiff’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted. Specifically, Plaintiff has established a *prima facie* case of trademark infringement because (1) the PEANUTS Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendant is not licensed or authorized to use the PEANUTS Trademarks, and (3) Defendant’s use of the PEANUTS Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendant’s products with Plaintiff. Furthermore, Defendant’s continued and unauthorized use of the PEANUTS Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendant’s actions. As such, this Court orders that:

1. Defendant, its affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily and preliminarily enjoined and restrained from:

- a. using the PEANUTS Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Peanuts product or not authorized by Plaintiff to be sold in connection with the PEANUTS Trademarks;
- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Peanuts Copyrighted Designs in any manner without the express authorization of Plaintiff;
- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Peanuts product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the PEANUTS Trademarks and/or the Peanuts Copyrighted Designs;
- d. committing any acts calculated to cause consumers to believe that Defendant's Unauthorized Peanuts Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- e. further infringing the PEANUTS Trademarks and/or the Peanuts Copyrighted Designs and damaging Plaintiff's goodwill; and
- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the PEANUTS

Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Peanuts Copyrighted Designs.

2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for Defendant, or in connection with any of Defendant's Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:
  - a. the identities and locations of Defendant, its agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendant's operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendant's financial accounts, as well as providing a full accounting of Defendant's sales and listing history related to their respective Online Marketplaces; and
  - c. any financial accounts owned or controlled by Defendant, including its agents, servants, employees, confederates, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), eBay, Alipay,

Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon Plaintiff’s request, those with notice of the injunction, including Third Party Providers as defined in Paragraph 2, shall within ten (10) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendant in connection with the sale of counterfeit and infringing goods using the PEANUTS Trademarks and/or which bear the Peanuts Copyrighted Designs.
4. Defendant shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendant’s assets until further ordered by this Court.
5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendant’s Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; and
  - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendant’s assets until further ordered by this Court.

6. Consistent with the Court's January 24, 2022 Order, the asset restraint provisions of this order shall be lifted upon the deposit by Defendant of \$59.98, cash or certified funds, with the Clerk of Court consistent with the procedures in Fed. R. Civ. P. 67 and N.D. Ill. Local Rule 67.1.

IT IS SO ORDERED.

Dated: January 24, 2021

A handwritten signature in black ink, appearing to read "Andrea R. Wood", written over a horizontal line.

Andrea R. Wood  
United States District Judge